

Section 28.8.4, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction to resolve such issues.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on VZ-VA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by VZ-VA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

28.9.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

28.9.2 If the Parties are unable to resolve the dispute by good faith negotiation between the Parties within forty-five (45) days after written notification and description of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.9.3 If the Parties are unable to resolve issues related to the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.9.2, or if either Party fails to appoint a designated representative within sixty (60) days of the notification referred to Section 28.9.2, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction or proceed with any other remedy pursuant to law or equity, to resolve such issues .

28.9.4 The Parties agree that all negotiations pursuant to this Section 28.9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Cox:

Jill N. Butler
Vice President, Regulatory Affairs
Cox Virginia Telcom, Inc.
4585 Village Avenue
Norfolk, VA 23502
Fax: 757 369-4500

with a copy to:

Suzanne L. Howard
Manager, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319
Fax: 404 847-6064

To VZ-VA:

Director - Interconnection Services
Verizon Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with copies to:

General Counsel
Verizon - Virginia, Inc.
[ADDRESS]

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201

Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED,

THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.13.4 Cox agrees that the rights granted by VZ-VA hereunder shall, where applicable, be subject to the same restrictions, if any, contained in any current software license agreements between VZ-VA and VZ-VA's software vendors. VZ-VA agrees to advise Cox, directly or through a third party, of any such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions") and that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by VZ-VA hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia. Cox acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Cox. VZ-VA agrees to advise Cox, directly or through a third party, of such additional terms or conditions or separate licensing requirements that may affect Cox's provision of local exchange services in the Commonwealth of Virginia. To the extent VZ-VA's rights to use such third party licenses impose Ancillary Restrictions or impose separate licensing requirements that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by VZ-VA hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia, in accordance with Applicable Law, VZ-VA will at Cox's request and at Cox's expense, renegotiate such licenses for Cox's benefit to cover use by Cox and will, in those negotiations, exercise best efforts as commercially practical, to obtain licensing for Cox on terms and at rates similar to or the same as those obtained by VZ-VA.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, either Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that VZ-VA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Cox's ability to provide service using certain technologies. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

VZ-VA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by VZ-VA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen

registers. VZ-VA shall not have the obligation to inform the Customers of Cox of such law enforcement requests, except to the extent required by Applicable Law. VZ-VA will inform Cox of such law enforcement requests, unless an appropriate governmental authority requests that notice to Cox be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, VZ-VA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. VZ-VA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by VZ-VA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise, provided such actions or failure to act pertain solely to VZ-VA's efforts in cooperating with law enforcement. To the extent that such law enforcement requests may involve services provided by Cox, the above shall apply to Cox.

28.22 CLEC Certification

Notwithstanding any other provision of this Agreement, VZ-VA shall have no obligation to perform under this Agreement until such time as Cox has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Virginia as a local exchange carrier.

28.23 Section 252(i) Obligations

28.23.1 To the extent required by Applicable Law, VZ-VA shall make available without unreasonable delay to Cox any individual Interconnection, service, or Network Element arrangement contained in any agreement to which VZ-VA is a party that is approved by the Commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

28.23.2 The obligations of this section shall not apply where:

(a) The costs of providing a particular Interconnection, service, or Network Element arrangement to Cox are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or

(b) The provision of a particular Interconnection, service, or Network Element arrangement to Cox is not technically feasible.

28.23.3 To the extent required by Applicable Law, individual Interconnection, service, or Network Element arrangements shall remain available for use by Cox pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.

28.23.4 To the extent that the exercise by Cox of any rights it may have under Section 252(i) results in the rearrangement of facilities by VZ-VA, Cox shall pay VZ-VA all nonrecurring charges associated therewith at the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i). If VZ-VA gives notice to Cox that the rearrangement of facilities by VZ-VA will entail costs that VZ-VA would not recover under the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i), the parties will negotiate Cox's reimbursement of VZ-VA for those costs prior to the rearrangement of facilities by VZ-VA.

28.23.5 If Cox wishes to exercise any rights it may have under Section 252(i), Cox shall provide written notice thereof to VZ-VA. Upon VZ-VA's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that Cox has elected to adopt as are set forth in the interconnection agreement under which Cox has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by Cox, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law. If a dispute should arise under this section 28.22, the dispute resolution provisions of section 28.9 shall apply, but the intervals set forth in section 28.9 shall be shortened by 20 days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2000.

Cox Virginia Telcom, Inc.

VERIZON-VIRGINIA,
INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 4.1	Network Interconnection Schedule
Schedule 4.2	Interconnection Points for Different Types of Traffic
Schedule 5.6	Applicable Factors
Schedule 7.3	Transit Service
Schedule 11.4	Access to Network Interface Device
Schedule 11.5	Unbundled Switching Elements
Schedule 11.7	Operations Support Systems

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

INTERCONNECTION POINTS (IPs) AS OF EFFECTIVE DATE:

LATA: 252 (NORFOLK, VA)

VZ-VA IP(s):	Cox IP(s):
NRFLVABS52T	NRFLVAJTDS0
NWNWVANDDS0	NWNWVACRDS0
NWNWVAHUDS0	
NWNWVAHVDS0	
HMPNVADCDS0	
VRBHVACCD0	
VRBHVAVBDS0	

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

VZ-VA IP(s):	Cox IP(s):	Implementation Dates(s):

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

VZ-VA IP(s):	Cox IP(s):	Implementation Dates(s):

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.

(b) VZ-VA, at the VZ-VA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

(a) Cox, at the Cox-IP in which the Traffic is to terminate.

4. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the VZ-VA 911/E911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

6. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (VZ-VA 905).

(b) VZ-VA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and VZ-VA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

7. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any VZ-VA Signaling Transfer Point in the LATA in which the originating Cox Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

8. For Line Information Database ("LIDB") inquiry traffic, at any VZ-VA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

9. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
VZ-VA	Cox	ALL	(To be supplied by VZ-VA)	(To be supplied by VZ-VA)
Cox	VZ-VA	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

VZ-VA BILLING CONTACT NAME: _____

VZ-VA BILLING CONTACT NUMBER: _____

VZ-VA BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

VZ-VA ACNA to be used when ordering Interconnections Trunks: _____

VZ-VA CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 7.3

TRANSIT SERVICE

The Parties acknowledge Cox's adoption, pursuant to Section 252(i) of the Act and Section IX of the Merger Conditions of "In re Application of GTE Corporation, Transferor, and Verizon Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), of the following arrangement (from Subsections 7.2 and 5.3.2) provided by VZ-VA in the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between New England Telephone and Telegraph Company d/b/a Verizon Rhode Island and Cox Rhode Island Telcom II, L.L.C. d/b/a Cox Communications," approved as of 5/2/99:

1. Transit Service

1.1 Transit Service means the delivery of certain traffic between Cox and a LEC by VZ-VA-RI over the Local/IntraLATA/InterLATA Trunks. The following traffic types will be delivered: (i) Local or intraLATA Toll Traffic originated from Cox to such LEC; and (ii) Local Traffic or IntraLATA Toll Traffic originated from such LEC and terminated to Cox where VZ-VA-RI carries such traffic.

1.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:

- a) Cox shall pay VZ-VA-RI for Local Traffic Cox originated over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on VZ-VA-RI for the delivery or termination of such traffic, including any InterLATA or IntraLATA switched access charges;
- b) VZ-VA-RI shall pay Cox for Local, InterLATA, or IntraLATA Toll Traffic terminated to Cox from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, InterLATA access rates, or at Cox applicable switched access or other rates or local termination rate, whichever is appropriate.

1.3 VZ-VA-RI expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of those services supported by VZ-VA-RI and billing functions. In all cases, Cox is responsible to follow the Exchange Message Record (EMR) standard

and exchange records with both VZ-VA-RI and the terminating LEC to facilitate the billing process to the originating network.

1.4 VZ-VA-RI agrees that it shall make available to Cox, at Cox's sole option, any Tandem Transit arrangement VZ-VA-RI offers to another Telecommunications Carrier at the same rates, terms, and conditions provided to such other Telecommunications carrier.

2. Additional Terms

2.1 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the capacity of the installed trunks for the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Process.

SCHEDULE 11.4

ACCESS TO NETWORK INTERFACE DEVICE

1. Subject to the conditions set forth in the Agreement and at Cox's request, VZ-VA will permit Cox to connect a Cox loop to the deregulated inside wire of a Customer's premises through the use of a VZ-VA NID in the manner set forth in this Schedule 11.4. Cox may access a VZ-VA NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Cox NID deployed by Cox or, if an entrance module is available in the VZ-VA NID, by connecting a Cox loop to the VZ-VA NID. When necessary, VZ-VA will rearrange its facilities to provide access to the deregulated inside wire of a Customer's premises. An entrance module is available only if facilities are not connected to it. The Customer will be responsible for resolving any conflicts between service providers for access to the Customer's premises and the deregulated inside wire.
2. In no case shall Cox access, remove, disconnect or in any other way rearrange VZ-VA's Loop facilities from VZ-VA's NIDs, enclosures, or protectors.
3. In no case shall Cox access, remove, disconnect or in any other way rearrange the deregulated inside wire of a Customer's premises from VZ-VA's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.
4. In no case shall Cox remove or disconnect ground wires from VZ-VA's NIDs, enclosures, or protectors.
5. In no case shall Cox remove or disconnect NID modules, protectors, or terminals from VZ-VA's NID enclosures.
6. Maintenance and control of deregulated inside wire is the responsibility of the Customer. Any conflicts between service providers for access to the deregulated inside wire must be resolved by the Customer.
7. When Cox is not connecting a Cox Loop to the deregulated inside wire of a Customer's premises through the Customer's side of the VZ-VA NID, Cox does not need to submit a request to VZ-VA and VZ-VA shall not charge Cox for access to the VZ-VA NID. In such instances, Cox shall comply with the provisions of Paragraphs 2-6 of this Schedule 11.4 and shall access the deregulated inside wire in the manner set forth in Paragraph 7 of this Schedule 11.4. Due to the wide variety of NIDs utilized by VZ-VA (based on Customer size and environmental considerations), Cox may access the deregulated inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of deregulated inside wire is present and environmental conditions permit, requesting carrier (i.e., Cox or Cox's agent, the building owner, or the Customer) may remove the deregulated inside wire from the Customer's side of the VZ-VA NID and connect that wire to Cox's NID;

(B) Where an adequate length of deregulated inside wire is not present or environmental conditions do not permit, Cox may enter the Customer side of the VZ-VA NID enclosure for the purpose of removing the deregulated inside wire from the terminals of VZ-VA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the deregulated inside wire within the space of the Customer side of the VZ-VA NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the VZ-VA NID.

(C) Cox may request VZ-VA to make other rearrangements to the deregulated inside wire terminations or terminal enclosure on a time and materials basis to be charged to the requesting party (i.e. Cox, its agent, the building owner or the Customer). If Cox accesses the deregulated inside wire of the Customer's premises as described in this Paragraph 7(C), time and materials charges will be billed to the requesting party (i.e. Cox, its agent, the building owner or the Customer) at the rates set forth in Exhibit A.

SCHEDULE 11.5

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (which provides the same basic capabilities made available to VZ-VA's Customers, including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to routing tables, 911, operator services, and directory assistance), line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing, usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card), as well as any technically feasible customized routing functions provided by the switch.

VZ-VA shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate VZ-VA for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which VZ-VA does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. VZ-VA shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

VZ-VA shall not be required to unbundle local circuit switching for Cox when Cox serves end-users with four or more voice grade (DS0) equivalents or lines, and VZ-VA's local circuit switches are located in:

- (i) The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and
- (ii) In Density Zone 1, as defined in § 69.123 on January 1, 1999.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in

Tandem Switches, including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a VZ-VA Access Tandem for the purpose of routing a call or calls.

Packet Switching

VZ-VA warrants that it is not obligated to provide nondiscriminatory access to unbundled packet switching under Applicable Law. If VZ-VA becomes obligated to provide such access, VZ-VA will promptly notify Cox. The terms, conditions and prices for unbundled packet switching (including, but not limited to, the terms and conditions defining the unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VZ-VA (a "VZ-VA UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law. In the absence of a VZ-VA UNE Tariff, prior to VZ-VA's provision of such unbundled packet switching, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

SCHEDULE 11.7

OPERATIONS SUPPORT SYSTEMS

1. VZ-VA OSS SERVICES

1.1 Definitions

As used in the Schedule 11.7, the following terms shall have the meanings stated below:

1.1.1 “VZ-VA Operations Support Systems” means VZ-VA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “VZ-VA OSS Services” means access to VZ-VA Operations Support Systems functions. The term “VZ-VA OSS Services” includes, but is not limited to: (a) VZ-VA’s provision of Cox Usage Information to Cox pursuant to Section 1.3 below; and, (b) “VZ-VA OSS Information”, as defined in Section 1.1.4 below. As used in this Schedule, VZ-VA OSS functions include the OSS functions used for Cox’s provision of Exchange Service using VZ-VA’s Resale and unbundled Network Elements, as well as those OSS functions needed by Cox associated with its migration of a Customer from VZ-VA to Cox’s facilities-based Exchange Service, including: access to customer service records, Customer loop disconnect, Customer intercept referral, directory listings and E911 ALI database updates, as well as migration-related LNP activation.

1.1.3 “VZ-VA OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by VZ-VA to provide VZ-VA OSS Services to Cox.

1.1.4 “VZ-VA OSS Information” means any information accessed by, or disclosed or provided to, Cox through or as a part of VZ-VA OSS Services. The term “VZ-VA OSS Information” includes, but is not limited to: (a) any Customer Information related to a VZ-VA Customer or a Cox Customer accessed by, or disclosed or provided to, Cox through or as a part of VZ-VA OSS Services; and, (b) any Cox Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Cox.

1.1.5 “VZ-VA Retail Telecommunications Service” means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “VZ-VA Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by VZ-VA.

1.1.6 “Cox Usage Information” means the usage information for a VZ-VA Retail Telecommunications Service purchased by Cox under this Agreement that VZ-VA would

record if VZ-VA was furnishing such VZ-VA Retail Telecommunications Service to a VZ-VA end-user retail Customer.

1.1.7 "Customer Information" means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 VZ-VA OSS Services

1.2.1 Upon request by Cox, VZ-VA shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), VZ-VA OSS Services.

1.2.2 Subject to the requirements of Applicable Law, VZ-VA Operations Support Systems, VZ-VA Operations Support Systems functions, VZ-VA OSS Facilities, VZ-VA OSS Information, and the VZ-VA OSS Services that will be offered by VZ-VA, shall be as determined by VZ-VA. Subject to the requirements of Applicable Law, and in accordance with the VZ-VA Change Management Process then in effect, VZ-VA shall have the right to change VZ-VA Operations Support Systems, VZ-VA Operations Support Systems functions, VZ-VA OSS Facilities, VZ-VA OSS Information, and the VZ-VA OSS Services, from time-to-time, without the consent of Cox, provided, however, that VZ-VA shall provide notice of system or interface modification subject to section 251(c)(5) disclosure requirements. In addition, once per quarter, VZ-VA will provide a long term forecast covering the next six to nine months including high level estimates of when VZ-VA intends to release, upgrade or retires its various operational support systems. At the same time, VZ-VA will provide a nearer term outlook with a high level description of the items to be released in the next three to four months.

13 Cox Usage Information

1.3.1 Upon request by Cox, VZ-VA shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Cox Usage Information.

1.3.2 Cox Usage Information will be available to Cox through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover ("NDM").
- (c) Daily Usage File through Centralized Message Distribution System ("CMDS").

1.3.3.1 Cox Usage Information will be provided in a Bellcore Exchange Message Records ("EMR") format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by VZ-VA.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Cox Usage Information will be provided to Cox shall be determined by VZ-VA.

1.4 Summary of VZ-VA OSS Functions

VZ-VA shall provide access to the following functions via VZ-VA OSS, and absent VZ-VA OSS, via VZ-VA Pre-OSS:

1.4.1 Pre-Ordering

For the purpose of this Schedule, pre-ordering functions shall include Cox's ability to:

- (a) view features and services available at a valid service address (as applicable);
- (b) obtain access to VZ-VA Customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity;
- (c) reserve a telephone number (if the Customer does not have one assigned) with the Customer on-line;
- (d) obtain service availability dates for the Customer for services not subject to standard intervals;
- (e) query the status of the work request(s), which require dispatch of a VZ-VA Service Technician, associated with a specified service order number and circuit ID;
- (f) obtain Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA;
- (g) verify service address;
- (h) process an inquiry to qualify facilities prior to placing an order.

In addition, the Pre-ordering functions include Loop qualification information as described in Section 11.3.8

1.4.2 Ordering and Provisioning

For the purpose of this Schedule, ordering and provisioning functions shall include Cox's ability to:

- (a) submit service requests/orders using order formats as defined by the Ordering and Billing Forum (OBF) as available, or industry guidelines;
- (b) receive firm order confirmation with purchase order number, telephone number (if applicable, service order number and due date;
- (c) obtain provisioning status;
- (d) obtain service order status, including order completion date.

1.4.3 Maintenance

For the purpose of this Schedule, maintenance functions shall include Cox's ability to:

- (a) issue trouble tickets;
- (b) obtain trouble ticket status;
- (c) view trouble history;
- (d) close trouble tickets.

1.5 Access to and Use of VZ-VA OSS Facilities

1.5.1 VZ-VA OSS Facilities may be accessed and used by Cox only to the extent necessary for Cox's access to and use of VZ-VA OSS Services pursuant to the Agreement.

1.5.2 VZ-VA OSS Facilities may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.5.3 Cox shall restrict access to and use of VZ-VA OSS Facilities to Cox. This Schedule 11.7 does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use VZ-VA OSS Facilities.

1.5.4 Cox shall not (a) alter, modify or damage the VZ-VA OSS Facilities (including, but not limited to, VZ-VA software), (b) copy, remove, derive, reverse engineer, or decompile, software from the VZ-VA OSS Facilities, or (c) obtain access through VZ-VA OSS Facilities to VZ-VA databases, facilities, equipment, software, or systems, which are not offered for Cox's use under this Schedule 11.7.

1.5.5 Without waiving its legal rights or remedies Cox shall comply with all practices and procedures established by VZ-VA and posted by VZ-VA on VZ-VA's website, www.bell-atl.com/wholesale for access to and use of VZ-VA OSS Facilities (including, but not limited to, VZ-VA practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of VZ-VA OSS Facilities, and all access and user identification codes for VZ-VA OSS Facilities: (a) shall remain the property of VZ-VA; (b) shall be used by Cox only in connection with Cox's use of VZ-VA OSS Facilities permitted by this Schedule 11.7; (c) shall be treated by Cox as Confidential Information of VZ-VA pursuant to subsection 28.4 of the Agreement; and, (d) shall be destroyed or returned by Cox to VZ-VA upon the earlier of request by VZ-VA or the expiration or termination of the Agreement.

1.5.7 Cox's employees, agents and contractors may access and use VZ-VA OSS Facilities only to the extent necessary for Cox's access to and use of the VZ-VA OSS Facilities permitted by this Agreement. Any access to or use of VZ-VA OSS Facilities by Cox's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 11.7.

1.6 VZ-VA OSS Information

1.6.1 Subject to the provisions of this Schedule 11.7 and Applicable Law, VZ-VA grants to Cox a non-exclusive license to use VZ-VA OSS Information.

1.6.2 All VZ-VA OSS Information shall at all times remain the property of VZ-VA. Except as expressly stated in this Schedule 11.7, Cox shall acquire no rights in or to any VZ-VA OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all VZ-VA OSS Information, except (a) Cox Usage Information, (b) CPNI of Cox, and (c) CPNI of a VZ-VA Customer or a Cox Customer, to the extent the Customer has authorized Cox to use the Customer Information.

1.6.3.2 VZ-VA OSS Information may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.6.3.3 Cox shall treat VZ-VA OSS Information that is designated by VZ-VA, through written or electronic notice (including, but not limited to, through the VZ-VA OSS Services), as "Confidential" or "Proprietary" as Confidential Information of VZ-VA pursuant to subsection 28.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 11.7, this Agreement does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other

persons (except Cox's employees, agents or contractors, in accordance with Section 1.6.3.5 below, to access, use or disclose VZ-VA OSS Information.

1.6.3.5 Cox's employees, agents and contractors may access, use and disclose VZ-VA OSS Information only to the extent necessary for Cox's access to, and use and disclosure of, VZ-VA OSS Information permitted by this Schedule 11.7. Any access to, or use or disclosure of, VZ-VA OSS Information by Cox's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Cox's license to use VZ-VA OSS Information shall expire upon the earliest of: (a) the time when the VZ-VA OSS Information is no longer needed by Cox to provide Telecommunications Services to Cox Customers; (b) termination of the license in accordance with this Schedule 11.7; or (c) expiration or termination of the Agreement.

1.6.3.7 All VZ-VA OSS Information received by Cox shall be, destroyed or returned by Cox to VZ-VA, upon expiration, suspension or termination of the license to use such VZ-VA OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.7 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 above), Cox's access to VZ-VA OSS Information through VZ-VA OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5 Cox acknowledges that the VZ-VA OSS Information, by its nature, is updated and corrected on a continuous basis by VZ-VA, and therefore that VZ-VA OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. The Parties will attempt to correct any instance of non-compliance through direct informal means within two (2) business days. If resolution is not obtained through informal means within two (2) business days, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, VZ-VA shall have the right, upon notice to Cox, to suspend the license to use VZ-VA OSS Information granted by Section 1.6.1 above and/or the provision of VZ-VA OSS Services, in whole or in part.

1.7.2 Cox agrees that VZ-VA would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Cox or the employees, agents or contractors of Cox, and that VZ-VA shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by VZ-VA of any right with regard to protection of the confidentiality of the information of VZ-VA or VZ-VA Customers provided by Applicable Law.

1.9 Cooperation

Cox, at Cox's expense, shall reasonably cooperate with VZ-VA in using VZ-VA OSS Services. Such cooperation shall include, but not be limited to, the following: 1.9.2 Upon request by VZ-VA, Cox shall submit to VZ-VA reasonable, good faith estimates of the types of transactions or use of VZ-VA OSS Services that Cox anticipates.

1.9.3 Cox shall reasonably cooperate with VZ-VA in submitting orders and otherwise using the VZ-VA OSS Services, in order to avoid exceeding the capacity or capabilities of such VZ-VA OSS Services.

1.9.4 Cox shall participate in cooperative testing of VZ-VA OSS Services and shall provide assistance to VZ-VA in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in VZ-VA OSS Services.

1.9.5 VZ-VA will provide technical support to Cox for its use of VZ-VA OSS. In addition, and in accordance with VZ-VA's Change Management Process, VZ-VA will provide immediate and direct notification to Cox in the event of customer-affecting and/or end user-affecting VZ-VA OSS and interface troubles or modifications. The Parties will establish interface contingency plans and disaster recovery plans for the pre-ordering, ordering, provisioning and maintenance functions.

1.10 VZ-VA Access to Information Related to Cox Customers

1.10.1 VZ-VA shall have the right to access, use and disclose information related to Cox Customers that is in VZ-VA's possession (including, but not limited to, in VZ-VA OSS Facilities) only to the extent such access, use and/or disclosure has been authorized by the Cox Customer in the manner required by Applicable Law, in order to permit Cox Customers to transfer service to VZ-VA, and for such other purposes as may be required by Applicable Law. In addition, upon obtaining such authorization from Cox's customer, VZ-VA shall be afforded access to applicable customer proprietary network information possessed by Cox, including: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. Ordering and trouble referral functions are also available